UNITED STATES BANKRUPTCY COURT TACOMA WESTERN DISTRICT OF WASHINGTON

In re: James Berry Stewart Cynthia Diane Stewart		Case No. 19-41548-BDL			
		CHAPTER 13 PLAN			
		Original AMENDED			
	Debtor(s).	Date: October 28, 2019			
I.	Disclosure of Nonstandard Provisions and Plan's Mo	odification of Secured Debt:			
	A. Does this plan contain any nonstandard provisions (c_X_YesNo B. Does this plan limit the amount of a secured claim ba (check one)?YesNo C. Does this plan avoid a security interest or lien (checkYes	used on a valuation of the collateral for the claim			
in this p is void.	lan purporting to limit the amount of a secured claim base Even if the Debtor indicated "no" in Section 1.B or Section	on above or made no selection, any nonstandard provision or language ed on a valuation of the collateral or to avoid a security interest or lien on 1.C, the Debtor may seek to limit the amount of a secured claim urity interest or lien through a motion or an adversary proceeding.			
II.	Means Test Result and Plan Duration: Debtor is (check one): X a below median income debtor with a 36 month an above median income debtor with a 60 month.				
allowed		ommitment period unless the plan either provides for payment in full of st-confirmation. If the Debtor is below median income, then the plan's first payment is due if necessary to complete the plan			
1II. No	A. AMOUNT: Plan payment are \$3,100.00 per ountil cured and then will be applied to ongoing plan of the second seco	all commence making payments to the Trustee as follows: month in which all will be applied to the plan payment arrears payments. Committed refunds shall be paid in addition to the plan payment g the plan. If no selection is made, tax refunds are committed. If from the Debtor's wages unless otherwise agreed to by the Trustee or			
	E. OTHER:				

IV. <u>Distribution of Plan Payments by the Trustee</u>:

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Upon confirmation of the plan, the Trustee shall disburse funds received in the following order and creditors shall apply them accordingly, provided that disbursements for domestic support obligations and federal taxes shall be applied according to applicable non-bankruptcy law:

- A. ADMINISTRATIVE EXPENSES:
 - 1. <u>Trustee</u>. The percentage set pursuant to 28 USC §586(e).
 - 2. Other administrative expenses. As allowed pursuant to 11 USC §§ 507(a)(2) or 707(b).
 - 3. The Debtor's Attorney's Fees: Pre-confirmation attorney's fees and/or costs and expenses are estimated to be
 - \$ 10,000.00 . \$ 2,000.00 was paid prior to filing.

Approved attorney compensation shall be paid as follows (check one):

- a. X Prior to all creditors
- b. __ Monthly payments of \$_
- c. __ All remaining funds available after designated monthly payments to the following creditors: __.
- d. __ Other: __.

If no selection is made, approved compensation will be paid after the monthly payments specified in Sections IV.B and IV.C.

B. CURRENT DOMESTIC SUPPORT OBLIGATIONS:

<u>Creditor</u>	Monthly amount
-NONE-	\$

C. SECURED CLAIMS: Only creditors holding allowed secured claims specified below or provided in Section X will receive payment from the Trustee. Unless ranked otherwise, payments to secured creditors will be disbursed at the same level. Secured creditors shall retain their liens until the earlier of payment of the underlying debt, determined under nonbankruptcy law, or discharge under 11 U.S.C. § 1328. Secured creditors shall not assess any late charges, provided payments from the plan to the secured creditor are current, subject to the creditor's rights under state law if the case is dismissed.

The interest rates in the plan control except that (a) a lower interest rate included in a creditor's proof of claim shall control; and (b) the interest rate included in a creditor's proof of claim for a claim secured by a mortgage or deed of trust on real property shall control, unless otherwise provided in Section X or ordered following an objection to a proof of claim or in an adversary proceeding. If the interest rate is left blank, the interest rate shall be 12% except that the interest rate for arrearages on claims secured by a mortgage or deed of trust on real property shall be 0%.

For claims secured by personal property, the monthly payment amounts in the plan control.

For claims secured by real property, the monthly payment amounts in the creditor's proof of claim and notice of payment change control unless otherwise provided in Section X.

If overall plan payments are sufficient, the Trustee may increase or decrease post-petition installments for ongoing mortgage payments, homeowner's dues and/or real property tax holding accounts based on changes in interest rates, escrow amounts, dues and/or property taxes.

1. <u>Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured Only</u> by Security Interest in the Debtor's Principal Residence (Interest included in payments at contract rate, if applicable):

Ongoing Payments:

Rank	Mo	nthly Paymer	<u>1t</u>	Creditor		Collateral				
1	\$		1,406.92	FCI Lender Services, Inc. 4221 Boulevard RD SE Olympia, WA 98501		98501				
Cure Pay	ments:									
•		Monthly					A	rrears to be	Interest	
Rank		Payment	Creditor		Collateral			Cured	Rate	
1	\$	716.12	FCI Lender S	ervices, Inc.	4221 Boule Olympia, W	vard RD SE /A 98501	\$	42,966.70	0.00	0 %

2. <u>Payments on Claims, or Non-Escrowed Postpetition Property Tax Holding Accounts, Secured by Real Property Other than the Debtor's Principal Residence:</u>

Ongoing Payments:

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Rank	Monthly Payme	ent Creditor NONE-	Coll	<u>lateral</u>	_	Interest <u>Rate</u>
Cure Pay	yments: Monthly Payment \$	<u>Creditor</u> -NONE-	<u>Collat</u>	<u>eral</u>	Arrears to be Cured	Interest Rate
Th . T	3.	a. 910 Collateral. ntract balance stated in the				
interest i other per pre-conf	in any motor vehicle rsonal property acqu irmation adequate property on Monthly Payment	acquired for the personal rired within one year precedent of the personal rired within one year precedent of the personal riverse within the amount or, if blank, in the amount of the personal riverse are acquired to the personal riverse acquired to	use of the Debtor ding the filing dat e paid by the Trus	within 910 days pre te of the petition as s stee in the amounts s	ceding the filing date of the pecified below. The Debte tated as the "Pre-Confirmate	or stipulates tha ation Adequate
<u>Rank</u>	Monthly Payment	<u>Creditor</u> -NONE-	<u>Collatera</u>	<u>ıl</u>	Pre-Confirmation Adequate Protection Monthly Payment \$	Interest <u>Rate</u>
timely ol The Deb "Pre-Co	bjection to a proof of otor stipulates that pr nfirmation Adequate	b. Non-910 Collate lue of collateral stated in the claim or in an adversary pre-confirmation adequate pre-confirmation Monthly Payma proof of claim.	ne proof of claim, roceeding, for a se rotection paymen	ecurity interest in per ts shall be paid by th	sonal property which is no at Trustee in the amounts s	n-910 collatera stated as the
timely ol The Deb "Pre-Con below af	bjection to a proof of otor stipulates that pr nfirmation Adequate fter the creditor files Monthly	lue of collateral stated in the claim or in an adversary pre-confirmation adequate pre-confirmation Monthly Payma proof of claim.	ne proof of claim, roceeding, for a se rotection paymen nent" or, if blank, Debtor's Value of	ecurity interest in per ts shall be paid by the in the amounts state	rsonal property which is not be Trustee in the amounts of as the "Monthly Payment Pre-Confirmation Adequate Protection	n-910 collatera stated as the it" as specified
timely ol The Deb "Pre-Co	bjection to a proof of otor stipulates that pr nfirmation Adequate fter the creditor files	lue of collateral stated in the claim or in an adversary pre-confirmation adequate pre-confirmation Monthly Payma a proof of claim. Creditor	ne proof of claim, roceeding, for a se rotection paymen nent" or, if blank, Debtor's	ecurity interest in per ts shall be paid by th	rsonal property which is no be Trustee in the amounts so d as the "Monthly Payment Pre-Confirmation	n-910 collatera stated as the it" as specified
timely ol The Deb "Pre-Con below af <u>Rank</u>	bjection to a proof of otor stipulates that pr nfirmation Adequate fter the creditor files Monthly Payment \$	lue of collateral stated in the claim or in an adversary pre-confirmation adequate pre-confirmation Monthly Paym a proof of claim. Creditor -NONE-	ne proof of claim, roceeding, for a se rotection paymen nent" or, if blank, Debtor's Value of Collateral	ecurity interest in per ts shall be paid by the in the amounts state	Pre-Confirmation Adequate Protection Monthly Payment S Monthly Payment	n-910 collatera stated as the at" as specified Interest Rate
timely ol The Deb "Pre-Con below af <u>Rank</u>	bjection to a proof of otor stipulates that prinfirmation Adequate fter the creditor files Monthly Payment \$ D. PRIORITY stated in 11 U.S.C. E. NONPRICE administrative and proof of the	lue of collateral stated in the claim or in an adversary pre-confirmation adequate pre-confirmation Monthly Paym a proof of claim. Creditor -NONE-	ne proof of claim, roceeding, for a se rotection paymen nent" or, if blank, Debtor's Value of Collateral \$ AIMS: No funds se are paid in full, proceeding, for a second	ccurity interest in per ts shall be paid by the in the amounts state Collateral asis, of filed and allowed the paid to nonprovided that no clair	Pre-Confirmation Adequate Protection Monthly Payment \$ weed claims entitled to price iority unsecured creditors	n-910 collatera stated as the stated as the stated as the state. Interest Rate Drity in the order until all secured
timely ol The Deb "Pre-Con below af <u>Rank</u>	bjection to a proof of otor stipulates that prinfirmation Adequate fter the creditor files Monthly Payment \$ D. PRIORITY stated in 11 U.S.C. E. NONPRICE administrative and proof of the	lue of collateral stated in the claim or in an adversary pre-confirmation adequate pre-confirmation Monthly Payma a proof of claim. Creditor -NONE- Y CLAIMS: Payment in fully \$507(a). ORITY UNSECURED CLA priority unsecured creditors allowed nonpriority unsecured.	ne proof of claim, roceeding, for a se rotection paymen nent" or, if blank, Debtor's Value of Collateral \$ AIMS: No funds se are paid in full, proceeding, for a second	ccurity interest in per ts shall be paid by the in the amounts state Collateral asis, of filed and allowed the paid to nonprovided that no clair	Pre-Confirmation Adequate Protection Monthly Payment \$ weed claims entitled to price iority unsecured creditors	n-910 collatera stated as the stated as the stated as the state. Interest Rate Drity in the order until all secured
timely ol The Deb "Pre-Con below af <u>Rank</u>	bjection to a proof of otor stipulates that prinfirmation Adequate fter the creditor files Monthly Payment D. PRIORITY stated in 11 U.S.C. E. NONPRIORIST administrative and payfiled and a shall pay filed and a 100% X At least \$ 0.0	lue of collateral stated in the claim or in an adversary pre-confirmation adequate pre-confirmation Monthly Payma a proof of claim. Creditor -NONE- Y CLAIMS: Payment in fully \$507(a). ORITY UNSECURED CLA priority unsecured creditors allowed nonpriority unsecured.	ne proof of claim, roceeding, for a se rotection paymen nent" or, if blank, Debtor's Value of Collateral \$ Ill, on a pro rata bases are paid in full, pured claims as follows.	ccurity interest in per ts shall be paid by the in the amounts state. Collateral asis, of filed and allow that the paid to nonprovided that no clair ows (check one):	Pre-Confirmation Adequate Protection Monthly Payment \$ weed claims entitled to price from the second to price the second to th	n-910 collatera stated as the stated as the stated as the state. Interest Rate ority in the order until all secured due. The Truste

The following claims shall be paid directly by the Debtor according to the terms of the contract or support or withholding order, and shall receive no payments from the Trustee. (Payment stated shall not bind any party.)

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A. DIRECT PAYMENT OF DOMESTIC SUPPORT OBLIGATIONS:

-NONE-	\$\frac{\text{Current Monthly Signature}}{\text{\tin}\text{\tetx{\text{\text{\text{\text{\text{\text{\text{\text{\text{\text{\ti}\tint{\text{\text{\text{\text{\text{\text{\texi}\text{\text{\texit{\text{\text{\text{\text{\texi{\text{\texi}\texi{\texi{\text{\text{\texi{\text{\texi{\texi{\texi{\texi{\texi{\texi{\te	upport Obligation	Monthly Arrearage Payment \$
В.	OTHER DIRECT PAYMENTS:	_	
Creditor -NONE-	Nature of Debt	Amount of Cla \$	aim Monthly Payment \$

VI. Secured Property Surrendered:

The secured property described below will be surrendered to the following named creditors on confirmation.

The Debtor requests that upon confirmation, each creditor (including successors and assigns) to which the Debtor is surrendering property pursuant to this section be granted relief from the stays of 11 U.S.C. §§ 362(a) and 1301(a) to enforce its security interest against the property including taking possession and sale.

<u>Creditor</u> Worldmark **Property to be Surrendered** Vacation Timeshare

VII. Executory Contracts and Leases:

The Debtor will assume or reject executory contracts or unexpired leases as specified below. Assumption will be by separate motion and order, and any cure and/or continuing payments will be paid directly by the Debtor under Section V, unless otherwise specified in the plan. Any executory contract or unexpired lease not assumed pursuant to 11 U.S.C § 365(d) is rejected. If rejected, upon confirmation the creditor is granted relief from the stays of 11 U.S.C. §§ 362(a) and 1301(a) with respect to the property which is the subject of the rejected contract or lease, and any allowed unsecured claim for damages shall be paid under Section IV.E.

Contract/Lease
DKC Holdings, LLC

Assumed or Rejected Assumed

VIII. Property of the Estate:

Property of the estate is defined in 11 U.S.C. § 1306(a). Unless otherwise ordered by the Court, property of the estate in possession of the Debtor on the petition date shall vest in the Debtor upon confirmation. However, the Debtor shall not lease, sell, encumber, transfer or otherwise dispose of any interest in real property or personal property without the Court's prior approval, except that the Debtor may dispose of unencumbered personal property with a value of \$10,000 or less without the Court's approval. Property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) acquired by the Debtor post-petition shall vest in the Trustee and be property of the estate. The Debtor shall promptly notify the Trustee if the Debtor becomes entitled to receive a distribution of money or other property (including, but not limited to, bonuses, inheritances, tax refunds or any claim) with a value in excess of \$2,500, unless Section X specifically provides for the Debtor to retain the money or property.

IX. Liquidation Analysis Pursuant to 11 USC § 1325(a)(4)

The liquidation value of the estate is \$_0.00 \]. To obtain a discharge, the Debtor must pay the liquidation value or the total of allowed priority and nonpriority unsecured claims, whichever is less. Under 11 U.S.C. §§ 1325(a)(4) and 726(a)(5), interest on allowed unsecured claims under Section IV.D and IV.E shall be paid at the rate of __ % per annum from the petition date (no interest shall be paid if left blank).

X. Nonstandard Provisions:

All nonstandard provisions of this plan are set forth in this section and separately numbered. Any nonstandard provision placed elsewhere in this plan is void. Any modifications or omissions to the form plan not set forth in this section are void.

- A. Pursuant to 11 U.S.C. § 1329(d), the debtor proposes that the plan length shall extend up to 84 months after the time that the first payment under the confirmed plan was due as per The Care Act.
- B. Debtors have negotiated with the lender holding the second deed of trust on the Debtors' personal residence, Ditech Financial, LLC or their successors or assigns to voluntarily to strip the second deed of trust against the Debtors' home. The agreement will be forthcoming.

By filing this plan, the attorney for the Debtor(s) or the Debtor(s) if not represented by an attorney certify that the wording and order of the provisions in this plan are identical to those contained in Local Bankruptcy Form 13-4, other than any nonstandard provisions included in Section X.

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(Signature Page)

/s/ Dallas W. Jolley, Jr.	/s/ James Berry Stewart	October 28, 2020
Dallas W. Jolley, Jr. 22957	James Berry Stewart	Date
Attorney for Debtor(s)	DEBTOR	
October 28, 2020	/s/ Cynthia Diane Stewart	October 28, 2020
Date	Cynthia Diane Stewart	Date
	DEBTOR	